

# **EXHIBIT D**

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION**

**Ford Motor Company,**

Plaintiff/  
Counter-Defendant,

v.

**Versata Software, Inc., f/k/a Trilogy  
Software, Inc., Trilogy Development Group,  
Inc. and Trilogy, Inc.,**

Defendants/  
Counter-Plaintiffs.

Case No. 15-10628-MFL-EAS  
(consolidated with Case No. 15-cv-11624)

Hon. Matthew F. Leitman

**JURY TRIAL DEMANDED**

**FORD MOTOR COMPANY'S SUPPLEMENTAL  
NOTICE OF DEPOSITION UNDER  
FED. R. CIV. P. 30(b)(6)**

Pursuant to Fed. R. Civ. P. 30(b)(6), Ford Motor Company, will take the deposition of the Versata Software, Inc. a/k/a Trilogy Software, Inc., Trilogy Development Group, Inc. and Trilogy, Inc. (“Versata”) on a date to be determined, at the offices of Versata’s counsel, commencing at 9:00 am, or as otherwise agreed.

The deposition shall continue from day to day until completed and will be recorded stenographically. The deposition will also be videotaped. You are invited to attend and participate as provided by the Federal Rules of Civil Procedure.

Versata shall designate one or more persons who consent to testify on behalf of Versata as to the matters set forth in Ford’s original Notice of Deposition under Fed.R.Civ.P. 30(b)(6) dated May 22, 2017, as well as the additional topics listed below.

## **DEFINITIONS**

1. The term “Asserted Patents,” shall mean U.S. Patent Nos. 5,825,651, 6,405,308, 6,675,294, 7,200,582, 7,464,064, 7,739,080, 7,882,057, and 8,805,825, and any patents, continuations or foreign counterparts thereof.
2. Unless otherwise specified, the term “Versata” includes each of the named defendants in this case.
3. Unless otherwise specified, the term “MCA” includes MCA, MCA 4.0, and the MCA service Ford licensed from Versata.
4. The term “CSA” refers to the 1998 Contract Services Agreement and any supplements, revisions or addendums thereto, including any Assignment Orders under that Agreement.
5. The term “MSSA” refers to the 2004 Master Subscription and Services Agreement and any supplements, revisions or addendums thereto, including any Statements of Work and Subscription Schedules under that Agreement.

## **FORD’S SUPPLEMENTAL RULE 30(b)(6) TOPICS**

1. The nature, substance and corporate structure of the business of Versata Software, Inc., Trilogy Development Group, Inc., and Trilogy, Inc., including but not limited to the services and products provided by Versata Software, Inc., Trilogy Development Group, Inc., and Trilogy, Inc.

2. The relationship between (1) Versata Software, Inc. and Trilogy Development Group, Inc., (2) Versata Software, Inc. and Trilogy, Inc., and (3) Trilogy Development Group, Inc. and Trilogy, Inc.

3. The ownership of Versata Software, Inc., Trilogy Development Group, Inc., and Trilogy, Inc.

4. The management of Versata Software, Inc., Trilogy Development Group, Inc., and Trilogy, Inc.

5. The intellectual property (*i.e.*, patents, trade secrets, copyrights and other proprietary technology) owned and/or controlled by Versata Software, Inc., Trilogy Development Group, Inc., and Trilogy, Inc.

6. Any licenses (both patent and software) relating to the Asserted Patents to which Versata Software, Inc., Trilogy Development Group, Inc., and/or Trilogy, Inc., are parties, as licensor or licensee, including the subject matter and terms thereof, and revenue received pursuant to those licenses.

7. Versata Software, Inc., Trilogy Development Group, Inc., and Trilogy, Inc.'s licensing policies and procedures relating to intellectual property.

8. Any licenses (both patent and software) relating to ACM, ACS, ACR, MCA and related software, including the subject matter and terms thereof, and revenue received pursuant to those licenses.

Respectfully submitted,

**BROOKS KUSHMAN P.C.**

Dated: June 16, 2017

By: /s/ John S. LeRoy



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*Attorneys for Plaintiff, Ford Motor Company*

**CERTIFICATE OF SERVICE**

Pursuant to Federal Rule 5 and an agreement between the parties, I certify that on June 16, 2017, I served via electronic mail a copy of **FORD'S SUPPLEMENTAL NOTICE OF DEPOSITION UNDER FED. R. CIV. P. 30(b)(6)** upon the following individuals at the email addresses as listed:

*Counsel for Defendants:*

*Versata Software, Inc., f/k/a Trilogy Software, Inc., Trilogy Development Group, Inc. and Trilogy, Inc.*

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/s/ John S. LeRoy